

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: BarrierSafe Solutions International, Inc.

Application No./Patent No.: 7,273,567

Filed/Issue Date: September 25 2007

Titled:

CONTROLLED GAS RELEASE FROM A MELT PROCESSABLE COMPATIBLE POLYMER BLEND

BarrierSafe Solutions International, Inc.

a Corporation

(Name of Assignee)

(Type of Assignee, e.g. corporation, partnership, university, government agency, etc.)

states that it is:

1. ☐ the assignee of the entire right, title, and interest in;
2. ☐ an assignee of less than the entire right, title, and interest in
(The extent (by percentage) of its ownership interest is _____ %), or
3. ☒ the assignee of an undivided interest in the entirety of (a complete assignment from one of the joint inventors was made)
the patent application/patent identified above, by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy therefore is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Inventors To: Bernard Technologies, Inc.

The document was recorded in the United States Patent and Trademark Office at
Reel 010577, Frame 0861, or for which a copy thereof is attached.

2. From: Bernard Technologies, Inc. To: MicroActive Corp.

The document was recorded in the United States Patent and Trademark Office at
Reel 016883, Frame 0403, or for which a copy thereof is attached.

3. From: MicroActive Corp. To: BarrierSafe Solutions International, Inc.

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet(s).

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.06]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

STEVEN J. OLECHNY

Printed or Typed Name

Date

**VICE PRESIDENT
GENERAL COUNSEL**

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Privacy Act Statement

The **Privacy Act of 1974 (P.L. 93-579)** requires that you be given certain information in connection with your submission of the attached form related to a patent application or patent. Accordingly, pursuant to the requirements of the Act, please be advised that: (1) the general authority for the collection of this information is 35 U.S.C. 2(b)(2); (2) furnishing of the information solicited is voluntary; and (3) the principal purpose for which the information is used by the U.S. Patent and Trademark Office is to process and/or examine your submission related to a patent application or patent. If you do not furnish the requested information, the U.S. Patent and Trademark Office may not be able to process and/or examine your submission, which may result in termination of proceedings or abandonment of the application or expiration of the patent.

The information provided by you in this form will be subject to the following routine uses:

1. The information on this form will be treated confidentially to the extent allowed under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a). Records from this system of records may be disclosed to the Department of Justice to determine whether disclosure of these records is required by the Freedom of Information Act.
2. A record from this system of records may be disclosed, as a routine use, in the course of presenting evidence to a court, magistrate, or administrative tribunal, including disclosures to opposing counsel in the course of settlement negotiations.
3. A record in this system of records may be disclosed, as a routine use, to a Member of Congress submitting a request involving an individual, to whom the record pertains, when the individual has requested assistance from the Member with respect to the subject matter of the record.
4. A record in this system of records may be disclosed, as a routine use, to a contractor of the Agency having need for the information in order to perform a contract. Recipients of information shall be required to comply with the requirements of the Privacy Act of 1974, as amended, pursuant to 5 U.S.C. 552a(m).
5. A record related to an International Application filed under the Patent Cooperation Treaty in this system of records may be disclosed, as a routine use, to the International Bureau of the World Intellectual Property Organization, pursuant to the Patent Cooperation Treaty.
6. A record in this system of records may be disclosed, as a routine use, to another federal agency for purposes of National Security review (35 U.S.C. 181) and for review pursuant to the Atomic Energy Act (42 U.S.C. 218(c)).
7. A record from this system of records may be disclosed, as a routine use, to the Administrator, General Services, or his/her designee, during an inspection of records conducted by GSA as part of that agency's responsibility to recommend improvements in records management practices and programs, under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall be made in accordance with the GSA regulations governing inspection of records for this purpose, and any other relevant (*i.e.*, GSA or Commerce) directive. Such disclosure shall not be used to make determinations about individuals.
8. A record from this system of records may be disclosed, as a routine use, to the public after either publication of the application pursuant to 35 U.S.C. 122(b) or issuance of a patent pursuant to 35 U.S.C. 151. Further, a record may be disclosed, subject to the limitations of 37 CFR 1.14, as a routine use, to the public if the record was filed in an application which became abandoned or in which the proceedings were terminated and which application is referenced by either a published application, an application open to public inspection or an issued patent.
9. A record from this system of records may be disclosed, as a routine use, to a Federal, State, or local law enforcement agency, if the USPTO becomes aware of a violation or potential violation of law or regulation.

PATENT ASSIGNMENT AGREEMENT

21st This Patent Assignment Agreement ("Assignment") is made and entered into as of the day of April, 2010 ("Effective Date"), by and among MicroActive Corp. having a place of business at 2301 Robb Drive, Reno, Nevada 89523 ("MicroActive"), and BarrierSafe Solutions International, Inc. having a place of business at 2301 Robb Drive, Reno, Nevada 89523 ("BSSI").

WHEREAS, MicroActive owns or jointly owns certain patents and patent applications relating to controlled release technology for preventing biological contamination; and

WHEREAS, MicroActive seeks to reassign certain of such patents and patent applications as defined in Exhibit A hereto to BSSI.

NOW, THEREFORE, for one dollar and other good and valuable consideration, the receipt of all of which is hereby acknowledged:

1. MicroActive hereby sells, assigns, and transfers to BSSI, its successors and assigns, all of MicroActive's right, title, and interest throughout the world in and to the patents and patent applications listed on attached Exhibit A ("Assigned Patents and Patent Applications"), including provisional, non-provisional, divisional, continuing, or reissue applications based in whole or in part on any and all inventions disclosed therein, and any and all patents which have been or may be granted on any of the assigned patent applications or on said inventions or any part thereof. This assignment to BSSI expressly includes MicroActive's full right to sue for and recover all damages recoverable for past infringement of the Assigned Patents and Patent Applications, all of which is to be held and enjoyed by BSSI, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by MicroActive had no assignment of the Assigned Patents and Patent Applications been made;

2. MicroActive hereby agrees for itself, its parent, subsidiaries, affiliates, successors and assigns, to execute without further consideration any further lawful documents and any further assurances, and any provisional, non-provisional, divisional, continuing, reissue, or other applications for patents of any country, that may be deemed necessary by BSSI fully to secure to BSSI its interests in and to said Assigned Patents and Patent Applications or any part thereof;

IN WITNESS WHEREOF, MicroActive has caused this Assignment to be executed by a duly authorized representative on the date shown below.

MICROACTIVE CORP.

By: 

Title: VICE PRESIDENT, GENERAL COUNSEL

Date: 4-21-2010

Exhibit A – Assigned Patents and Patent Applications

ENERGY-ACTIVATED COMPOSITIONS FOR CONTROLLED SUSTAINED RELEASE OF A GAS		
US	11/860,097	
US	09/448,927	7,273,567
Australia	2005202568	2005202568
Canada	2,373,333	2,373,333
China	200710167123.4	
China	ZL00808893.4	ZL 00808893.4
France	00926243.7-2111	1198412
Germany	00926243.7-2111	600 41 262 8-08
Great Britain	00926243.7-2111	1198412
Hong Kong	02107215.2	HK1047269
Israel	146440	146440
Japan	2000-618200	
Mexico	PA/A/2001/011913	264312
New Zealand	515297	515297
Norway	20015603	324038
Singapore	2001 06888-1	0084773
South Africa	2001/9124	2001/9124
US	10/338,923	7,449,194
US	08/921,357	5,965,264
China	ZL03805435.3	ZL03805435.3
Hong Kong	06100539.2	HK1080685
Europe	3703726.4	